

COUNTY OF KENDALL, ILLINOIS

PUBLIC SAFETY COMMITTEE



County Office Building
County Board Rooms 209-210
111 W. Fox Street, Yorkville IL

Monday, March 14, 2016 – 5:30 p.m.

Meeting Agenda

1. **Pledge of Allegiance to the American Flag**
2. **Roll Call:** John Purcell, Matthew Prochaska (Chair), Scott Gryder (Vice Chair), Bob Davidson, Judy Gilmour
3. **Approval of the Agenda**
4. **Approval of the February 8, 2016 Meeting Minutes**
5. **Public Comment**
6. **Ken Com Report**
7. **Coroner's Report**
8. **EMA Report**
9. **Sheriff's Report**
 - a. **Records Division**
 - b. **Corrections Division**
 - c. **Operations Division**
10. **Old Business**
11. **New Business**
 - *Approval of RFP for Jail Food Service*
 - *Approval of Accurate Controls Maintenance and Service Agreement*
 - *Energy Efficiency and Public Safety Center Presentation – Leopardo Companies, Inc.*
12. **Executive Session**
13. **Public Comment**
14. **Adjournment**

KENDALL COUNTY, ILLINOIS
PUBLIC SAFETY COMMITTEE
County Office Building, Board Rooms 209-210
111 W. Fox Road, Yorkville IL
Monday, February 8, 2016
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 5:30p.m. and led the Pledge of Allegiance.

Committee Members Present: Matthew Prochaska – here, John Purcell – yes, Scott Gryder – present, Bob Davidson - yes. **With all members present voting aye, a quorum was determined to conduct business.**

Member Gilmour arrived at 5:33p.m.

Others Present: Sheriff Dwight Baird, Undersheriff Harold Martin, Chief Deputy Scott Koster, EMA Director Joe Gillespie, Jim Smiley

Approval of the Agenda – Member Gryder made a motion to approve the agenda, second by Member Davidson. **With all in agreement, the motion carried.**

Approval of Minutes – Member Davidson made a motion to approve the December 14, 2015 meeting minutes, second by Member Gryder. **With all in agreement, the motion carried.**

Public Comment – None

Ken Com Report – As submitted. Member Purcell reported the January 2016 calls were down, and the Sheriff's calls were down as well. Member Purcell asked if that was due to the weather. Chief Deputy Koster stated that he would concur that the decrease was probably due to the weather, and less need for response to vehicular accidents by deputies.

Coroner's Report – As submitted

EMA Report – Director Gillespie reported:

- Director Gillespie conducted the EMA Business Meeting to discuss upcoming events
- Director Gillespie submitted quarterly grant documentation for the EMA grant. Director Gillespie reported that they are not currently receiving grant funds for the nuclear portion of the EMA grant.
- Director Gillespie informed the committee of the March 3, 2016 *Basic Severe Weather Spotter Class* to be held at Oswego Fire Station One, from 7:00-9:00p.m., and said there is no cost to attend the class.

Siren, STARCOM and WSPY EAS testing continues to be conducted on the first Tuesday morning of each month

Sheriff's Report

- **RECORDS DIVISION** – Undersheriff Martin provided statistics for the month of January:

Sheriff Sales

51 Sales Scheduled 27 Sales Cancelled 24 Sales Conducted

Civil Paperwork

130 Papers Served 0 Replevins 125 Subpoena/FOIA Requests

Warrants

1,802 on file 131 New Warrants Issued
95 Warrants Served 16 Warrants Quashed

Evictions

20 Scheduled 8 Cancelled 12 Conducted

Fees - Total \$13,355.84 received January 2016

\$3,458.50 Civil Process \$9,300.00 Sheriff Sales
\$145.00 Records/Fingerprinting \$452.34 Bond Processing

Human Resources

0 Terminations 2 Resignations (Retirements) 0 New Hires
108 Sworn Personnel 1 New Worker's Comp 1 Squad Damage

- **CORRECTIONS DIVISION** – Undersheriff Martin provided the following statistics for the month of January:

Jail Population

256 New Intake Bookings 246 Inmates Released 118 Average Daily Pop

Food Service/Medical Management

10,215 meals prepared at \$.104per meal Total medical billing \$33,349.70

Inmate Transports - 214 Total Inmate Transports

111 To/From County Courthouse 10 Other County Court Transports
35 Out of County Prisoner Pickups 9 to I.D.O.C.
7 Medical/Dental Transports 1 Court Ordered Medical Transport
11 Federal Transports 30 Juvenile To/From Youth Homes/Courts

Out of County Housing

42 Inmates Housed/Other Jurisdictions \$50,460.00 Invoiced/Other Jurisdictions

Federal Inmates

11 Federal Inmates Housed \$25,200.00 Invoiced for Housing
\$3,102.08 Invoiced for Court Transport \$565.18 Invoiced for Medical Transport

Outstanding FTA Fees \$0.00

Sex Offender/Violent Offenders Against Youth Registrations

12 Sex Offender Registrations
10 Sex Offender Verifications Completed
29 Sex Offender Verifications Attempted
1 Violent Offenders Against Youth Registrations
0 Violent Offenders Address Verification Completed
4 Violent Offenders Address Verification Attempted

- **OPERATIONS DIVISION** – Chief Deputy Koster reported the following statistics for the month of January:

Police Services

563 Calls for Service 320 Police Reports 135 Arrests

Traffic Services

743 Traffic Contacts 318 Traffic Citations Issued
5 DUI Arrests 1 Zero Tolerance

Traffic Crash Investigations - 49 Total Crash Investigations

42 Property Damage 7 Personal Injury Accidents 0 Fatalities

Vehicle Usage

64,274.00 Total Miles Driven \$1,866.78 Vehicle Maintenance Expenditures
\$ 8,105.00 Fuel Expenditures 4,927 Fuel Gallons Purchased

Auxiliary Deputies - 20.5 Total Auxiliary Hours

3 Training/Meeting Hours 12 Ride-A-Long Hours
5.5 Auxiliary Hours

Evidence/Property Room

105 New Items into Property Room 35 Disposal Orders Processed
30 Items Disposed Of 20 DVD/VHS Copy Requests
11 Items Sent to Crime Lab 2 Items Processed by Evidence Custodian

Court Security Division

14,847 Entries 6,848 Items X-Rayed
47 Bond Calls 88 Items of Contraband Refused
30 Arrests made at Courthouse

Investigation/COPS Activities

37 Total Cases Assigned 30 Total Cases Closed
80 Current Open Cases 15 Community Policing Meetings/Presentations

KSCO TRAINING

0 Classes Cancelled due to State Budget Crisis *2015 Training All Divisions: 690 Hours*

Corrections Division – 262.5 Total Hours (Medical Marijuana, Ethics/Cultural Diversity, U.S. Marshals Training, Staff and Command, Training Specialist Course, FTO School, BAO Re-certification, How Law Enforcement Career/Family Life)

Operations Division - 755.5 Total Hours (SLEA, Medical Marijuana, Ethics/Cultural Diversity, First Line Supervisory School, Staff and Command, Coordinating the Community Response, Illinois Liquor Control Commission, Search and Seizure Course, LEADS Certification, States Attorney Key Date Training)

Court Security - 12 Total Hours (U.S. Marshals Training)

Corrections/Operations Combined – 40 Total Hours (SRT)

Records Division - 0 Total Hours

Auxiliary - 6 Total Hours (Medical Marijuana)

Old Business

- *Card Access Project* - Deputy Commander Gillespie reported that he is approximately half way through the rebuilding process of the card access system, and hopes to complete the project by the end of February.

New Business

- *Food Service Management* – Undersheriff Martin reported that current Food Service Manager Trebor is retiring on July 6, 2016. The Sheriff said they have begun researching outside food service options for jail inmates, and one proposal is currently being reviewed by the State's Attorney's Office. The Sheriff will continue to update the committee on the process, and prepare a draft RFP for the committee's review and present for County Board approval, possibly in March.

Executive Session – None needed

Public Comment – None

Action Items for County Board - None

Adjournment – Member Gryder made a motion, second by Member Gilmour to adjourn the Public Safety Committee meeting. **With all in agreement, the meeting adjourned at 6:17p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

KenCom Public Safety Dispatch Center

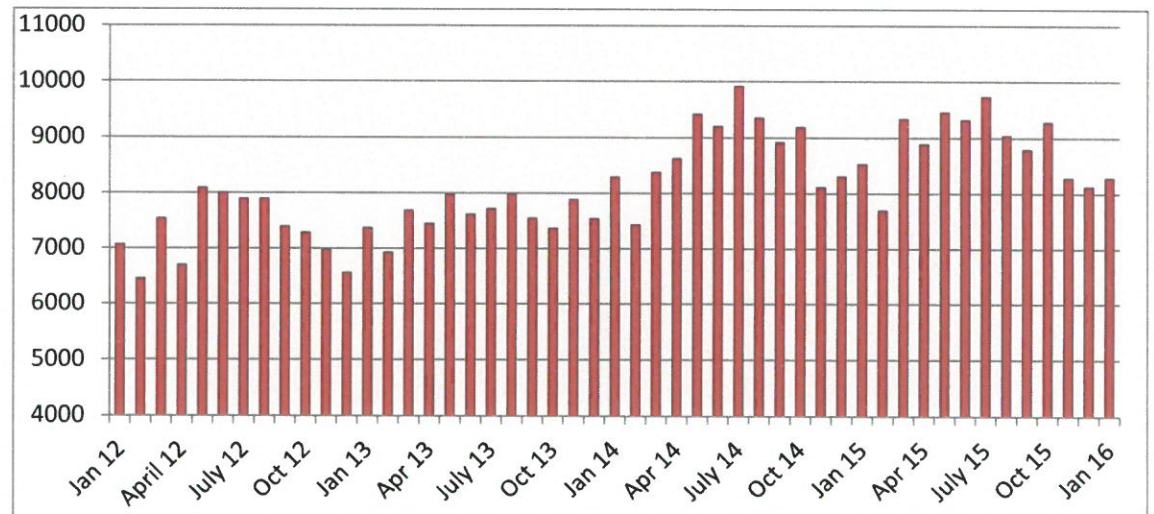
Police, Fire and EMS Activity Report - **Corrected**

January 2015 through January 2016

	Jan 15	Feb 15	Mar 15	Apr 15	May 15	June 15	July 14	Aug 15	Sept 15	Oct 15	Nov 15	Dec 15	Jan 16
Kendall County Sheriffs Police	2598	2242	2668	2327	2569	2331	2530	2357	2284	2366	2120	2088	2174
Oswego Police Department	1733	1784	2217	1956	2224	2185	2161	2071	2039	2161	1778	1843	2110
Yorkville Police Department	963	835	1063	1134	1070	1203	1213	1055	1000	1096	953	873	1050
Plano Police Department	651	581	841	857	864	896	882	938	895	1004	889	797	679
Montgomery Police Department	1181	1009	1262	1307	1372	1313	1470	1228	1195	1265	1189	1140	960
DI (dispatch information)	299	298	273	283	337	340	424	329	338	329	311	308	256
Total Police Incidents	7425	6749	8324	7864	8436	8268	8680	7978	7751	8221	7240	7049	7229
Oswego Fire/EMS	459	366	404	384	397	389	370	401	377	386	408	428	399
Bristol Kendall Fire /EMS	218	203	218	234	219	227	251	237	224	223	236	212	228
Little Rock Fox Fire/EMS	112	121	125	108	118	143	120	119	123	132	98	121	131
Newark Fire/EMS	26	18	21	37	14	26	35	35	31	23	28	31	19
Lisbon/Seward Fire	17	7	14	23	14	10	13	16	11	18	9	4	12
Sandwich Fire	122	104	92	87	95	102	108	99	132	128	114	133	126
Aurora Township Fire	50	44	56	45	62	52	69	54	62	49	53	49	60
Montgomery/Countryside Fire	93	77	76	100	93	93	82	91	76	94	87	91	78
Total Fire & EMS Incidents	1097	940	1006	1018	1012	1042	1048	1052	1036	1053	1033	1069	1053
Total Police, Fire & EMS	8522	7689	9330	8882	9448	9310	9728	9030	8787	9274	8273	8118	8282
% of Police calls to total	87%	88%	89%	89%	89%	89%	89%	88%	88%	89%	88%	87%	87%
% of Fire/EMS to total	13%	12%	11%	11%	11%	11%	11%	12%	12%	11%	12%	13%	13%

	Police	Fire / EMS	Total Calls
Jan 15	7425	1097	8522
Jan 16	7229	1053	8282
Increase or () decrease in year	-196	-44	-240
	-2.6%	-4.0%	-2.8%

Note: Chart on right is data for last 5 years



KenCom Public Safety Dispatch Center

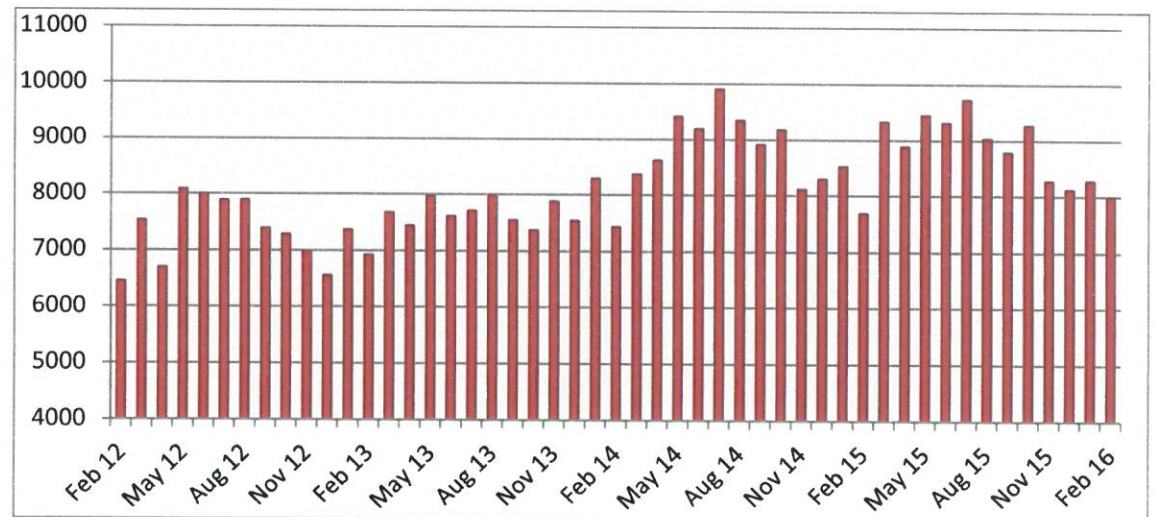
Police, Fire and EMS Activity Report

February 2015 through February 2016

	Feb 15	Mar 15	Apr 15	May 15	June 15	July 14	Aug 15	Sept 15	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16
Kendall County Sheriffs Police	2242	2668	2327	2569	2331	2530	2357	2284	2366	2120	2088	2174	1843
Oswego Police Department	1784	2217	1956	2224	2185	2161	2071	2039	2161	1778	1843	2110	2133
Yorkville Police Department	835	1063	1134	1070	1203	1213	1055	1000	1096	953	873	1050	1077
Plano Police Department	581	841	857	864	896	882	938	895	1004	889	797	679	756
Montgomery Police Department	1009	1262	1307	1372	1313	1470	1228	1195	1265	1189	1140	960	950
DI (dispatch information)	298	273	283	337	340	424	329	338	329	311	308	256	271
Total Police Incidents	6749	8324	7864	8436	8268	8680	7978	7751	8221	7240	7049	7229	7030
Oswego Fire/EMS	366	404	384	397	389	370	401	377	386	408	428	399	354
Bristol Kendall Fire /EMS	203	218	234	219	227	251	237	224	223	236	212	228	222
Little Rock Fox Fire/EMS	121	125	108	118	143	120	119	123	132	98	121	131	107
Newark Fire/EMS	18	21	37	14	26	35	35	31	23	28	31	19	18
Lisbon/Seward Fire	7	14	23	14	10	13	16	11	18	9	4	12	7
Sandwich Fire	104	92	87	95	102	108	99	132	128	114	133	126	129
Aurora Township Fire	44	56	45	62	52	69	54	62	49	53	49	60	44
Montgomery/Countryside Fire	77	76	100	93	93	82	91	76	94	87	91	78	82
Total Fire & EMS Incidents	940	1006	1018	1012	1042	1048	1052	1036	1053	1033	1069	1053	963
Total Police, Fire & EMS	7689	9330	8882	9448	9310	9728	9030	8787	9274	8273	8118	8282	7993
% of Police calls to total	88%	89%	89%	89%	89%	89%	88%	88%	89%	88%	87%	87%	88%
% of Fire/EMS to total	12%	11%	11%	11%	11%	11%	12%	12%	11%	12%	13%	13%	12%

	Police	Fire / EMS	Total Calls
Feb 15	6749	940	7689
Feb 16	7030	963	7993
Increase or () decrease in year	281	23	304
	4.2%	2.4%	4.0%

Note: Chart on right is data for last 5 years



KenCom Public Safety Dispatch Center

Incoming Telephone Call Load Study

For the Month of February 2016

	Montgomery Police	Yorkville Police	Plano Police/Fire	Oswego Police	Millington Police	Kendall County Sheriff's Office	Fire Non Emerg	Police Non Emerg	9-1-1 Calls		Oswego Fire/EMS	B-K Fire/EMS	Sandwich Fire & EMS	KenCom Ext.	KenCom Admin	Daily Totals
									Landline	Cellular						
1	25	20	24	22	0	47	19	51	19	71	0	0	4	46	82	405
2	15	18	12	19	3	45	21	53	24	60	0	2	4	43	76	380
3	23	9	11	21	0	56	15	52	24	66	2	0	2	19	64	341
4	18	9	15	9	0	41	10	35	17	48	0	1	4	48	74	311
5	24	10	10	19	0	50	30	38	28	91	0	0	5	38	78	397
6	28	16	12	34	0	49	13	48	29	64	0	0	4	21	73	363
7	21	27	10	16	0	48	13	37	25	65	0	0	0	27	85	353
8	15	9	9	26	0	30	21	41	22	62	0	0	1	34	50	305
9	18	17	19	26	1	34	21	30	13	72	0	0	4	43	87	367
10	22	9	19	18	1	37	14	32	23	57	0	0	1	43	73	327
11	21	17	17	28	0	44	12	59	22	73	3	0	2	44	77	398
12	21	25	9	32	0	86	11	50	30	64	0	2	5	22	107	443
13	21	17	22	31	0	46	26	36	22	60	0	0	1	28	68	357
14	17	17	15	27	0	60	16	37	21	105	0	0	3	19	124	444
15	23	11	8	17	0	51	13	32	18	66	0	5	3	27	85	336
16	20	16	13	24	0	47	15	42	24	76	0	0	4	49	79	389
17	21	18	15	22	0	30	17	45	16	64	1	1	4	37	62	332
18	19	27	12	18	0	45	16	29	32	63	0	0	5	44	78	369
19	27	24	17	26	0	75	19	45	26	87	0	3	0	40	113	475
20	26	23	13	24	0	55	18	40	39	102	0	1	0	34	82	431
21	12	12	12	23	0	33	8	25	6	51	0	0	0	19	55	244
22	25	23	15	12	0	47	17	60	25	63	2	0	1	31	78	374
23	13	13	20	23	0	37	23	39	27	57	0	0	2	48	71	360
24	19	16	14	28	0	44	12	32	24	50	0	1	0	38	73	332
25	12	14	11	17	0	44	26	36	28	60	0	0	2	30	60	328
26	18	16	11	16	1	25	14	62	23	66	1	0	2	27	60	324
27	7	24	24	26	0	70	20	50	36	75	0	2	0	20	103	450
28	15	17	9	18	0	44	15	35	33	54	0	1	0	38	70	334
29	13	22	21	19	0	44	14	45	21	90	0	2	1	43	69	391
	559	496	419	641	6	1364	489	1216	697	1982	9	21	64	1000	2256	11219
%	5%	4%	4%	6%	0%	12%	4%	11%	6%	18%	0%	0%	1%	9%	20%	100%
Total calls for all departments						11219	Total 9-1-1 Calls			2679	Cell 9-1-1 Calls =		74%	of all 9-1-1 calls		

KENDALL COUNTY CORONER

February 2016 Monthly Report

DATE	CASE NUMBER	TIME	NATURE	POST	TOX	LOCATION
Wednesday, February 03, 2016	1602053 *	11:15 PM	Natural	N	N	Residence
Thursday, February 04, 2016	1602054	11:20 AM	Natural	N	N	Residence
Thursday, February 04, 2016	1602055 *	8:54 PM	Natural	N	N	Residence
Saturday, February 06, 2016	1602056 *	8:50 AM	Natural	N	N	Residence
Sunday, February 07, 2016	1602057 *	12:45 AM	Natural	N	N	Nursing Home
Sunday, January 31, 2016	1602058 *	6:40 PM	Natural	N	N	Residence
Wednesday, February 10, 2016	1602059 *	7:11 PM	Natural	N	N	Residence
Thursday, February 11, 2016	1602060	4:10 PM	Natural	N	N	Residence
Thursday, February 18, 2016	1602061	10:36 AM	Natural	N	N	Residence
Friday, February 19, 2016	1602062 *	9:43 PM	Natural	N	N	Nursing Home
Friday, February 19, 2016	1602063	11:05 AM	Natural	N	N	Residence
Saturday, February 20, 2016	1602064 *	11:45 AM	Natural	N	N	Residence
Monday, February 22, 2016	1602065 *	8:26 AM	Natural	N	N	Nursing Home
Monday, February 22, 2016	1602066	2:02 PM	Natural	N	Y	Roadway
Tuesday, February 23, 2016	1602067 *	5:37 AM	Natural	N	Y	Campground
Thursday, February 25, 2016	1602068	12:15 PM	Natural	N	N	Residence
Thursday, February 25, 2016	1602069	3:10 PM	Natural	N	N	Residence
Friday, February 26, 2016	1602070 *	11:14 PM	Natural	N	N	Assisted Living

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours 61%

Statistics:

FY 2016 Statistics

Stats for Same Period in FY 2015

Difference

2015 Total Deaths.....	70	Total Deaths.....	56	25%
Autopsies to Date.....	5	Autopsies....	4	100%
Toxicology Samples..	8	Toxicology Samples..	5	100%
Cremation Permits....	41	Cremation Permits...	33	24%

Coroner's Office Personnel Update:

* Coroner Toftoy provided New Hire Orientation for a new Kendall County Sheriff's Office Deputy on February 2, 2016.

* Deputy Coroner Jacquie Purcell provided a presentation to the Law Enforcement Class at Oswego High School on February 17, 2016.

* Deputy Coroner Jacquie Purcell provided a morgue tour for the Law Enforcement Class from Oswego High School on February 19, 2016.

* Deputy Coroner Jacquie Purcell provided a presentation to the Advanced Health/Health Careers Class at Oswego East High School on February 25, 2016.

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

630-553-7500

Joseph T. Gillespie, Director

Tracy Page, Deputy Director

EMA Report

February 2016

1. Hosted in EOC Volunteer and Donations Management on 02/08
2. Hosted in EOC Volunteer Reception Center Management on 02/09 - 02/10
3. Hosted ICS 300 on 02/09 - 02/10
4. Hosted ICS 400 on 02/23 - 02/24
5. Prepared for Weather Spotter Seminar on 03/03, 150 attendees registered
6. Conf. Call regarding the IPRA Grant
7. Continued with siren testing on the first Tuesday morning of the month
8. Continued with STARCOM testing first Tuesday morning of the month
9. Continued with WSPY EAS testing first Tuesday morning of the month

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



February

2016

OPERATIONS DIVISION

	February-15	February-16
POLICE SERVICES		
Calls for Service	626	552
Police Reports	208	272
Total Arrests	102	94
TRAFFIC SERVICES		
Traffic Contacts	679	606
Traffic Citations Issued	253	268
DUI Arrests	6	4
Zero Tolerance	0	0
TRAFFIC CRASH INVESTIGATIONS		
Property Damage	56	36
Personal Injury	4	4
Fatalities	0	0
TOTAL CRASH INVESTIGATIONS	60	40
VEHICLE USAGE		
Total Miles Driven by Sheriff's Office	60,130.00	62,087.00
Vehicle Maintenance Expenditures	\$5,954.98	\$1,629.39
Fuel Expenditures	\$7,789.87	\$6,605.76
Fuel Gallons Purchased	na	5,033
AUXILIARY DEPUTIES		
Training/Meeting Hours	36.5	22
Ride-A-Long Hours	0	7
Auxiliary Hours	6.25	60.5
TOTAL AUXILIARY HOURS	42.75	89.5
EVIDENCE/PROPERTY ROOM		
New Items into Property Room	109	137
Disposal Orders Processed	12	35
Items Disposed Of	74	30
DVD/VHS Copy Requests	45	24
Items Sent to Crime Lab for Processing	6	9
Items Processed by Evidence Custodian	1	2

February-15

February-16

COURT SECURITY

Entries	12,582	14,834
Items X-rayed	5,453	5,654
Bond Call	32	37
Contraband Refused	73	104
Arrests made at Courthouse	23	21
Kendall Prisoners	111	108
Other Prisoners	17	19

INVESTIGATIONS/COPS ACTIVITIES

Total Cases Assigned	22	32
Total Cases Closed	21	27
Total Current Open Cases (Patrol/Invest)	68	89
Community Policing Meetings/Presentations	na	20

CORRECTIONS DIVISION

February-15

February-16

JAIL POPULATION

New Intake Bookings	180	224
Inmates Released	215	258
Average Daily Population	117	107

JAIL MEALS

Number of Meals Prepared	8,993	8,855
Price Per Meal	\$0.93	\$1.06

INMATE TRANSPORTS

To and From Kendall County Courthouse	90	91
Other County Court Transports	4	5
Out of County Prisoner Pickups	25	16
To I.D.O.C	0	8
Medical/Dental Transports	4	9
Court ordered medical transports	na	3
Juvenile To and From Youth Homes/Courts	9	19
Federal Transports	na	5
TOTAL INMATE TRANSPORTS	132	156

OUT OF COUNTY HOUSING

Number of Inmates Housed for Other Jurisdictions	58	38
Amount Invoiced for Inmates Housed for Other Jurisdictions	\$61,920.00	\$42,180.00

February-15

February-16

FEDERAL INMATES

Number of Federal Inmates Housed	na	11
Amount Invoiced for Housing	na	\$18,450.00
Amount Invoiced for Court Transport	na	\$1,407.84
Amount Invoiced for Medical Transport	na	0

MEDICAL BILLING

Medical Contractual Services	\$14,013.30	\$14,076.11
Prescriptions	na	\$905.31
Medical	na	\$2,465.84
Dental	na	\$231.84
Emergency Medical Services	na	\$0.00
Medical Supplies	na	\$0.00
TOTAL MEDICAL BILLING	\$14,013.30	\$17,679.10

Outstanding FTA Fees

FTA Fees- Outstanding	na	\$450.00
-----------------------	----	----------

Sex Offender / Violent Offenders Against Youth Registrations

Sex Offender Registrations	na	13
Sex Offender - Address Verifications Completed	na	9
Sex Offender - Address Verification Attempted	na	27
Violent Offenders Against Youth Registrations	na	2
VOAY - Address Verification Completed	na	1
VOAY - Address Verification Attempted	na	1

RECORDS DIVISION

February-15

February-16

SHERIFF SALES

Sales Scheduled	69	41
Sales Cancelled	na	22
Sales Conducted	na	19

CIVIL PAPERWORK

Papers Served	143	121
---------------	-----	-----

REPLEVINS/LEVY

Replevin/Levy Scheduled	0	1
Replevin/Levy Conducted	0	1

February-15

February-16

SUBPOENA/FOIA REQUESTS

Accident Reports	39	41
Background Checks	27	20
Incidents	57	58
Subpoenas	2	4
Total Requests	125	123

WARRANTS

Total Warrants on File	4,289	1,814
New Warrants Issued	12	209
Total Warrants Served	8	107
Warrants Quashed	2	17

EVICCTIONS

Evictions Scheduled for Month	19	17
Evictions Cancelled	11	7
Evictions Conducted	8	10

FEES

Civil Process Fees	\$10,946.00	\$8,728.00
Sheriff Sales Fees	\$21,108.00	\$16,200.00
Records Fees/Fingerprinting	\$205.00	\$290.00
Bond Processing Fees	\$1,590.12	\$1,926.75
Total Fees	\$33,849.12	\$27,144.75

KCSO TRAINING

February-15

February-16

CORRECTIONS DIVISION**NATURE OF TRAINING**

Acting Officer In Charge	32
FTO School	80
ICS 300	16
ICS400	16
US Marshals Training	24
Corrections Academy	88
Sex Offender Training	12
Blood Borne Pathogens	12
Staff and Command	88
CERT Monthly Training	40
BAO	3
LEADS Recert	1.5
TOTAL HOURS	412.5

OPERATIONS DIVISION**NATURE OF TRAINING**

IVC Refresher	16
SLEA	168
ARIDE	32
Imprimus ET	96
SFST Instructor	8
Staff and Command	88
Blood Borne Pathogens	126
Sex Offender Training	108
Key Date Training SAO	6.5
C.R.I.M.E 123	8
LEADS Recert.	6
TOTAL HOURS	662.5

COURT SECURITY**NATURE OF TRAINING**

US Marshals Training	9
TOTAL HOURS	9

CORRECTIONS/OPERATIONS COMBINED**NATURE OF TRAINING**

SRT	32
TOTAL HOURS	32

RECORDS DIVISION**NATURE OF TRAINING**

TOTAL HOURS	0
--------------------	----------

AUXILIARY

Defensive Tactics	22
TOTAL HOURS	22

CANCELLED CLASSES (DUE TO STATE BUDGET)

	0
TOTAL HOURS	0

HUMAN RESOURCES

February-15

February-16

PERSONNEL

Terminations	0	0
Resignations	0	0
New Hires	0	1
Sworn Personnel	na	110
Non Sworn Personnel	na	12
New Worker's Comp	1	1
Squad Damage Reports	1	0



KENDALL COUNTY

SHERIFF



**Kendall County
Sheriff's Office
Request for Proposals
to provide
Food Service for the Kendall
County Jail**

at the
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, Illinois 60560



PROJECT OVERVIEW

Kendall County and the Kendall County Sheriff's Office ("KCSO") hereinafter collectively referred to as "County," is requesting proposals for the retention of a food service management firm to provide all necessary food, labor, and supplies for Kendall County Jail ("Facility"). This proposal is for a high quality and cost effective food service system. The successful vendor will be responsible for procuring food, preparing food, maintaining supplies and inventory, and staffing all administrative and operational functions described herein. The successful vendor will be able to provide food services, consisting of three (3) meals each day of the year, two of which will be hot meals, for approximately 140 inmates. The vendor will also make provisions for a medically approved/necessary special meals and snack program to meet special needs requirements.

DEFINITIONS

<i>RFP:</i>	Request for Proposal.
<i>County:</i>	The collective reference to Kendall County and the Kendall County Sheriff's Office.
<i>KCSO:</i>	Kendall County Sheriff's Office.
<i>Vendor:</i>	Party submitting a proposal to County under this Request for Proposal.
<i>Agreement:</i>	The document formalizing the contractual relationship between the successful Vendor and the County, resulting from the RFP.
<i>Contractor:</i>	The successful Vendor that enters into the contractual relationship with the County.
<i>Facility:</i>	The Kendall County Jail, including the kitchen facilities.
<i>Capital Equipment:</i>	Equipment that is used to prepare, store, cook, or deliver food, identified in Appendix A and attached and incorporated herein.
<i>Jail Administrator:</i>	The Jail Administrator is the corrections Commander and is responsible for all of the operations that take place in the Jail.
<i>ADP:</i>	Average Daily Population

INSTRUCTION TO VENDORS

General Description: County is requesting sealed proposals to provide inmate food services for the inmates housed in the Facility, located at 1102 Cornell Lane Yorkville, IL 60560.

Questions concerning this RFP:

All questions should be directed to: Commander Sabrina D. Jennings
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560
(630) 553-7500 x1104
sjennings@co.kendall.il.us

All replies will be issued to all Vendors of record in writing and will become part of the Agreement. Questions will not be answered orally. All questions must be submitted at least seven business days prior to the submittal deadline.

Pre-bid Conference and Facility Tour

A mandatory pre-bid conference and Facility Tour is scheduled for _____, 2016 at _____ CST. Any Vendor who does not attend the pre-bid conference and Facility tour will be disqualified from consideration for this project. At the Facility Tour, the Vendor must review the Capital Equipment identified Appendix A to insure that the Capital Equipment is sufficient to perform all work as proposed.

Submission of Proposals

All Vendors must submit one original and two copies of their proposal in a sealed package plainly marked in the lower left-hand corner "**Food Services Proposal.**" Failure to submit a proposal in a properly marked package may eliminate the proposal from consideration.

The proposal must be addressed to: Commander Sabrina D. Jennings
Kendall County Sheriff's Office
1120 Cornell Lane
Yorkville, IL 60560

Proposals must be delivered no later than _____, 2016 ("Due Date"). Proposals received after the Due Date will not be considered.

All proposals submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon County's request, the Vendor(s) agrees to an extension.

Opening Proposals and Awarding Agreement

Proposals will be opened and publicly read on _____, 2016 at _____ CST in the KCSO. Proposals will be evaluated and an award, if any, will be made to the lowest responsible bidder.

Reserved Rights: County reserve the following rights: (1) to waive or deviate from the procedures or timetable identified in RFP; (2) to supplement, amend, or otherwise modify the RFP, without notice; (3) to request additional information from Vendors; (4) to reject any or all bids; (5) to waive minor defects and technicalities; and (6) to award an Agreement which is in the best interest of the County and the KCSO. FURTHER, THE COUNTY RESERVE THE RIGHT TO NEGOTIATE WITH THE PROVIDER WHO, IN THE COUNTY'S OPINION, OFFERS THE BEST PROGRAM OF SERVICES.

Property of the County: The Vendor acknowledges that all proposal materials become the property of the County and, as such, may be available to the public. By submitting a proposal, the Vendor acknowledges that the County's decision is final, binding, and conclusive upon the Vendor for all purposes.

Award Criteria: In determining the lowest *responsible* Vendor the County will consider the following criteria:

- Quality, organization, clarity, and thoroughness of the proposal
- Quality and quantity of the inmate food services to be rendered
- Qualifications and experience of the Vendor and key personnel
- Understanding of the project and the uniqueness of the Facility's needs
- Overall satisfaction of current and former clients
- Ability of the Vendor to begin services on an agreed upon date
- Reasonableness of the cost proposal
- Any exceptions or conditions the Vendor sets forth in their proposal

Execution of Agreement: The accepted Vendor shall assist and cooperate with the County and the KCSO in preparing the Agreement, and within ten (10) business days of receiving the agreement shall execute same and return it to the KCSO. The Agreement shall substantially comply with the agreement attached as Appendix B. Each Vendor shall be prepared, upon written notice of bid acceptance, to commence work within ____ days of the execution of the Agreement.

Compliance with RFP: Proposals that fail to comply with this RFP may be disqualified from consideration.

Mandatory Proposal Requirements:

Proposals for this project must contain the following information and be organized in the sequence identified below. Any supporting documentation should be included after the required information. All costs incurred in replying to this RFP are the responsibility of Vendor.

1. **Vendor Information:** Vendor name, primary contact, address, telephone number, facsimile, email, key personnel, and a brief history of the Vendor.

2. **Narrative:** Narrative statement explaining why the Vendor is especially qualified to undertake this project.
3. **Resumes:** Resumes of key personnel who will oversee this project.
4. **Statement of Food Handling:** A statement detailing how Vendor will provide for the correct handling, prompt storage, and/or rotation of food items, and how the Vendor will respond to issues that may occur with regard to food items purchased, including but not limited to food items ordered but not received or food items that are no longer fit for consumption when received.
5. **Transition Plan:** A detailed plan for transitioning the Facility from its current food service program to Vendor's food service program.
6. **Menus:** Sample menus to be served for a period of at least four (4) weeks, including a nutritional analysis of submitted menus and nutrition Compliance Statement, approved by a Registered Dietitian.
7. **Staff Recruitment:** An explanation of Vendor's method for recruiting and hiring staff for the Facility; attaching job descriptions as well as a copy of the Vendor's policy covering Equal Employment Opportunity practices.
8. **Education and Training:** An explanation as to how Vendor will provide continuing education and training for its employees and agents, the Facility's inmates, and the Facility's staff.
9. **References:** A list of at least three (3) of the Vendor's current clients with an ADP similar to that of this project, including the facility's name, ADP, primary contact's name and title, address, telephone number, and email.
10. **Scope of Services:** The proposal must address all items listed in the Scope of Services section.

OBJECTIVE

- A. To select a professional food service management firm to provide food service for the Facility.
- B. To collect information necessary for the evaluation of competitive proposals submitted by qualified proposers.
- C. To provide for a fair and objective evaluation of proposals.
- D. To obtain an Agreement with the successful Vendor that will meet the following objectives:

- 1) To deliver high quality food service that meets or exceeds the standard of the American Correctional Association Core Standards and Illinois County Jail Standards, and provides wholesome, healthy meals with caloric content of at least 2,400 calories per day.
- 2) To operate the food service program at a staffing level that is appropriate to accomplish the tasks contained herein.
- 3) To operate, in a cost effective manner, as an Independent Contractor, accountable to the Jail Administrator or his/her designee.
- 4) To maintain a cooperative collaborative relationship with the administration and staff of County.
- 5) To maintain complete and accurate records of meals served and billings for the purpose of providing a monthly report to the Jail Administrator.

SCOPE OF SERVICES

The successful Vendor that enters into an agreement with the County ("Contractor") will be expected to provide the following services as part of the food service management program:

OPERATIONAL RESPONSIBILITIES

A. Services:

Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). Breakfast shall be served cold. The daily caloric content should average at least 2,400 calories.

Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.

All menus shall be reviewed and approved by the Contractor's Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States Department of Agriculture, and the United States Department of Health and Human Services.

Contractor shall maintain detailed records of all meals served.

Contractor will provide holiday meals on the following days: Christmas, Easter, Fourth of July, and Thanksgiving.

No food extenders or filler will be used.

Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.

Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility.

Contractor shall provide sack meals as requested.

Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.

Special meals for medical, religious, or safety issues are included in the Agreement pricing.

The Contractor shall furnish meals to KCSO Corrections employees who are on duty at the time of meal service. Employees will pay for their meals directly through County. Contractor will bill County for employee meals at the same rate as inmate meals and provided a count of employee meals under a mutually agreed upon system. Employee's meals should be of the same type as inmate meals, unless other accommodations are agreed to by both parties.

Contractor employee meals shall be provided for by Contractor, at no cost to the County, and should be of the same type as inmate meals.

Contractor will provide food and meals, as necessary, in coordinating a response to a community-wide emergency or natural disaster, if requested by KCSO to do so, and at a cost comparable to the rate set forth in this Agreement.

Upon request by Jail Administrator, but only up to twice every 12 months, in order to consume and rotate KCSO's emergency supplies, the Contractor will prepare and serve, at no charge to the County, food furnished by the KCSO and maintained as part of KCSO's emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor's employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the County for employee meals.

B. Food Preparation Standards:

Contractor shall be responsible for all meals and insure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail Standards, and American Correctional Association Standards.

Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.

Contractor will cause the food to be plated or trayed in an eye-pleasing manner.

Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.

Contract shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean, and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.

Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.

Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.

Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor

Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall timely update that list throughout the term of the Agreement.

All inmate workers will be trained and carefully supervised by Contractor's employees.

Contractor's employees shall hold appropriate licenses and certifications required for

this type of food service.

Contractors shall be responsible for any damage by its employees or agents, or damage done by an inmate worker due to gross lack of training or supervision by Contractor, its employees or agents.

D. *Security.*

KCSO will, at all times, be responsible for the physical security of the Facility and the continuing security of the inmates.

Contractor's employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.

Contractor's employees and agents will follow security procedures established by County and will take direction from the KCSO correctional staff in an emergency situation.

- E. *Grievances.* Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

EQUIPMENT AND FACILITIES

- A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.
- B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.
- C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in Appendix C.
- D. County will provide, install, maintain, repair, and permit the Contractors to use the Capital Equipment, which the County placed within the Facility.
- E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be

biodegradable or recycleable. Polystyrene is not acceptable.

- F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment due to negligence or willful conduct of Contractor's employees or agents. The County will provide preventative maintenance and repair service on all County-owned equipment.
- G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractors employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will direct efforts at conserving utilities whenever possible.
- H. Facility shall at no times be used for the preparation of any foods or beverages other than those products to be delivered under Agreement.
- I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

AGREEMENT FOR FOOD SERVICES AT THE KENDALL
COUNTY JAIL

Now comes _____, hereinafter referred to as "Contractor," and also comes the County of Kendall Illinois and the Kendall County Sheriff's Office ("KCSO"), hereinafter collectively referred to as "County." County and Contractor do hereby enter into this Agreement to provide Food Services at the Kendall County Jail ("Facility") this _____ day of _____, 2016 ("Agreement"). Contractor shall provide meals at Facility upon terms and conditions as set forth herein.

RECITALS:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government "may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, County seeks to obtain food services at the Facility ("Services") and, in compliance with proper statutory procedure, County submitted the Kendall County Sheriff's Office Request for Proposals to Provide Food Services for Kendall County Jail, dated _____, 2016, ("RFP"), seeking vendor proposals for these Services, a true and correct copy of which is attached as Exhibit A; and

WHEREAS, after receiving and reviewing all properly submitted proposals, including the proposal from Contractor, attached as Exhibit B, County determined Contractor was the lowest, responsible Vendor proposing services in the best interest of the County; and

WHEREAS, County and Contractor wish to enter into an agreement wherein Contractor will provide Services to Facility consistent with the terms of this Agreement and the RFP; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. RECITALS: The above recitals are incorporated as if fully restated herein.
2. RFP: The RFP from which this Agreement resulted is incorporated as if fully restated herein, including all appendices attached thereto. In the event of a conflict between the RFP and this Agreement, the Agreement governs.
3. STATUTORY COMPLIANCE: Contractor hereby agrees to furnish nutritious

wholesome and palatable food to inmates and staff in accordance with this Agreement. The food service shall meet all current standards as established by:

- A. The American Correctional Association,
 - B. The Food and Nutritional Board of the National Academy Science as prescribed for inmate, and
 - C. The State of Illinois.
4. TERM: The initial term of this Agreement shall be from the ____ day of ____ 2016 through and including the ____ day of _____, 2017. The parties may agree to renew this Agreement for up to two additional, consecutive, one-year terms. At the conclusion of this Agreement, the KCSO may extend the Agreement up to 120 calendar days for purposes of establishing a new contract or obtaining a new Contractor.
5. PRICES: Pricing shall be set at \$ ____ per meal for the first one year term of this Agreement.
6. ANNUAL PRICE ADJUSTMENTS: If the Agreement is extended for additional terms, the prices for those terms shall be as agreed to by parties and shall be set forth in writing, signed by both parties, prior to the start of the next contract term.
7. PROMPT PAYMENT: Contractor shall bill County approximately ten (10) business days after the end of the month in which services are rendered. Payment to Contractor will be made in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1).
8. OPERATIONAL RESPONSIBILITIES
- A. Services: Contractor shall be responsible for the following services pursuant to the terms of this Agreement.
 - i. Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). Breakfast shall be served cold. The daily caloric content should average at least 2,400 calories.
 - ii. Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.
 - iii. All menus shall be reviewed and approved by the Contractor's Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States Department of Agriculture, and the United States Department of

Health and Human Services.

- iv. Contractor shall maintain detailed records of all meals served.
- v. Contractor will provide holiday meals on the following days: Christmas, Easter, Fourth of July, and Thanksgiving.
- vi. No food extenders or filler will be used.
- vii. Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.
- viii. Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility.
- ix. Contractor shall provide sack meals as requested.
- x. Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.
- xi. Special meals for medical, religious, or safety issues are included in the Agreement pricing.
- xii. The Contractor shall furnish meals to KCSO Corrections employees who are on duty at the time of meal service. Employees will pay for their meals directly through County. Contractor will bill County for employee meals at the same rate as inmate meals and provided a count of employee meals under a mutually agreed upon system. Employee's meals should be of the same type as inmate meals, unless other accommodations are agreed to by both parties.
- xiii. Contractor employee meals shall be provided for by Contractor, at no cost to the County, and should be of the same type as inmate meals.
- xiv. Contractor will provide food and meals as necessary in coordinating a response to a community-wide emergency or natural disaster, if requested by KCSO to do so, and at a cost comparable to the rate set forth in this Agreement.
- xv. Upon request by Jail Administrator, but only up to twice every 12 months, in order to consume and rotate KCSO's emergency supplies, the Contractor will prepare and serve, at no charge to the County, food furnished by the KCSO and maintained as part of KCSO's emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor's employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the County for employee meals.

B. Food Preparation Standards:

- i. Contractor shall be responsible for all meals and insure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail Standards, and American Correctional Association Standards.
- ii. Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.
- iii. Contractor will cause the food to be plated or trayed in an eye-pleasing manner.
- iv. Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.
- v. Contractor shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.
- vi. Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.
- vii. Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.
- viii. Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor

- i. Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall timely update that list throughout the term of the Agreement.
- ii. All inmate labor will be trained and carefully supervised by Contractor's employees.
- iii. Contractor's employees shall hold appropriate licenses and certifications required for this type of food service.
- iv. Contractor shall be responsible for any damage by its employees or agents, or damage done by inmate workers due to gross lack of training or supervision by Contractor, its employees or agents.

D. Security:

- i. KCSO will at all times be responsible for the physical security of the Facility and the continuing security of the inmates.
 - ii. Contractor's employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.
 - iii. Contractor's employees and agents will follow security procedures established by the KCSO and the County and will take direction from the KCSO correctional staff in an emergency situation.
- E. Grievances: Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

9. EQUIPMENT AND FACILITIES

- A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.
- B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.
- C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in appendix B of the RFP.
- D. County will provide, install, maintain, repair, and permit the Contractors to use the Capital Equipment which the County placed within the Facility.
- E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be biodegradable or able to be recycled. Polystyrene is not acceptable.
- F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment due to negligence or willful conduct of Contractor's employees or agents. The County will provide preventative maintenance and repair service on all County owned equipment.

G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractors employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will direct efforts at conserving utilities whenever possible.

H. Facility shall at no times be used for the preparation of any foods or beverages other than those products to be delivered under Agreement.

I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and by the County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

10. NOTICE. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, by the party listed below:

Notice to Kendall County: Kendall County Sheriff's Office,
 Attention: Sheriff Dwight Baird,
 Kendall County Public Safety Center,
 1102 Cornell Lane,
 Yorkville, Illinois, 60560,
 fax (630) 553-4379,

with copy sent to: Kendall County State's Attorney,
 807 John Street,
 Yorkville, Illinois, 60560,
 fax (630) 553-4204.

Notice to Contractor:

Fax: _____

11. TERMINATION: Contractor may terminate this Agreement by providing one hundred and eighty (180) calendar days written notification. The County may terminate this Agreement upon thirty (30) calendar days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the

County for work completed prior to the termination date, but shall not be responsible for any additional costs, damages, and/or fees. In the event that this Agreement is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor for any or all losses incurred, including attorney's fees and expenses. The Contractor will be deemed to have defaulted upon its failure to provide services consistent with, and as required by this Agreement.

Contractor shall notify County immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by a non-affiliated party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; or (d) Contractor ceases to conduct its operations in normal course of business. County shall have the option to terminate its contract with Contractor immediately on written notice based on any such change in status. For the purposes of this Agreement, a non-affiliated party shall mean any corporation, limited liability company or any other person that is not controlling, controlled by, or under common control with the Contractor.

12. WARRANTIES. All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of County. All services, materials, and components shall conform to relevant manufactures' and equipment suppliers' specifications, and all equipments shall be obtained from original manufactures or suppliers approved by County. No warranties implied or explicit may be waived or denied.
13. ASSIGNMENT. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
14. FORCE MAJEURE. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with

all reasonable dispatch.

15. BACKGROUND CHECKS/SECURITY. Contractor shall exercise general and overall control of its officers, employees and agents. Contractor agrees that no one shall be assigned to perform work at the Facility on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless KCSO has completed a criminal background investigation for each individual. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at the Facility absent prior written consent from County and KCSO. County, at any time, for any reason and in County's sole discretion, may require Contractor and/or Contractor's employees, consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, the Facility, or the grounds belonging to or adjacent to the Facility, any item not specifically authorized by the Facility, such as contraband, shall be prosecuted. All persons, including Contractor's employees, agents, and visitors, entering the Facility are subject to routine searches of their persons, vehicles, property and/or packages at anytime without prior notice. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Contractor further agrees that it shall notify KCSO personnel of the loss or breakage of any tools and equipment while within the Facility.

16. HOLD HARMLESS / INDEMNIFICATION. Contractor will hold harmless and indemnify the County and the Kendall County Public Building Commission, together with their respective officials, officers, employees, including their past, present, and future board members, elected officials and agents with counsel of the County's own choosing, against all liabilities, claims, suits, demands, proceedings, and actions for any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated solely by the negligent, reckless, intentional, or deliberately indifferent conduct of Contractor, its employees, and agents. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, must be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. County's and the Kendall County Public Building Commission's participation in their defense shall

not remove Contractor's duty to indemnify, defend, and hold County and the Kendall County Public Building Commission harmless, as set forth above.

17. INSURANCE. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to County. Before starting work hereunder, Contractor shall deposit with County certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. County, and the Kendall County Public Building Commission shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further, the general liability and workers' compensation policies must include a waiver of subrogation in favor of County and the Kendall County Public Building Commission. County and the Kendall County Public Building Commission shall also be designated as certificate holders.
18. PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Contractor will comply with PREA, applicable PREA standards, and the KCSO policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Facility. Contractor acknowledges that, in addition to self-monitoring, KCSO may conduct announced or unannounced monitoring to include on-site monitoring.
19. REMEDIES. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, County is required to use the services of an attorney, then County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
20. INDEPENDENT CONTRACTOR RELATIONSHIP. It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with County. Contractor understands and agrees that

Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees, and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby agrees to defend with counsel of County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

21. CERTIFICATION. Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act)

Contractor further certifies by signing the Contract documents that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission

22. PROTECTION OF WORK AND CLEAN-UP. The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by Contractor and all subcontractors) and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and subcontractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Contractor and subcontractors may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before

specified. The Contractor shall remove from the vicinity of the Facility all surplus material or equipment belonging to Contractor and subcontractors. within a reasonable time or as directed by the County.

23. NON-DISCRIMINATION. Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
24. AUTHORITY TO EXECUTE AGREEMENT. County and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
25. CHOICE OF LAW AND VENUE. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
26. TAXES. Contractor acknowledges that County is exempt from federal excise and transportation taxes. County is also exempt from payment of Illinois Sales Tax. KENDALL COUNTY TAX EXEMPTION IDENTIFICATION NUMBER: xxxxxx. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status.
27. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
28. COUNTERPARTS. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

executed by their duly authorized officers on the above date.

The vendor TBA

Date

COUNTY OF KENDALL, ILLINOIS

Kendall County Board Chairman

Date

Kendall County Clerk

Date

Kendall County Sheriff

Date

Appendix- A (Capital Equipment)

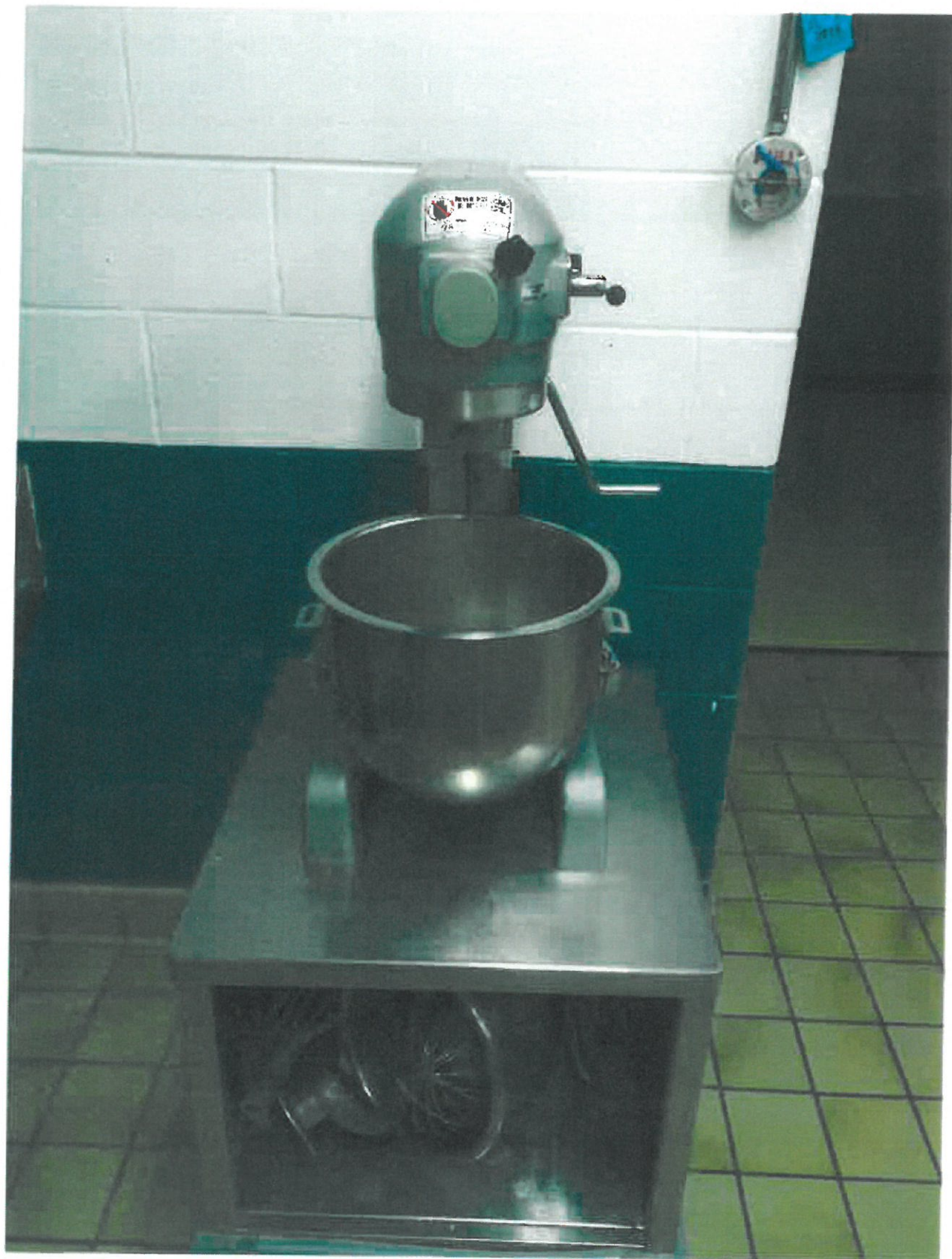
1. Stove top W/oven six (6) burner
2. Convection oven
3. Hobart mixer
4. Three station wash sinks
5. Hoshizaki ice machine
6. Ecolab dishwasher W/ heater element
7. Garbage disposal #1
8. Garbage disposal #2
9. Walk-in freezer and cooler combo
10. Steam table six (6) station
11. Fryer # 1
12. Fryer # 2
13. Grill/stove top W/ 2ovens and 4 burners
14. Food tray cart three (3) door, we have four (4) of them



STOVE TOP W/OVEN six (6) burner



CONVECTION OVEN



HOBART MIXER



3 station wash sinks



HOSHIZAKI ICE MACHINE



EXOLAB DISHWASHER W/HEATING ELEMENT



GARBAGE DISPOSAL # 1



GARBAGE DISPOSAL # 2



WALKIN FREEZER AND COOLER COMBO



STEAM TABLE six (6) station



FRYER#1



FRYER # 2



GRILL/STOVE TOP W/2 OVENS



FOOD TRAY CART / 3 door we have 4 of them

APPENDIX B
AGREEMENT FOR FOOD SERVICES AT THE KENDALL
COUNTY JAIL

Now comes _____, hereinafter referred to as "Contractor," and also comes the County of Kendall Illinois and the Kendall County Sheriff's Office ("KCSO"), hereinafter collectively referred to as "County." County and Contractor do hereby enter into this Agreement to provide Food Services at the Kendall County Jail ("Facility") this _____ day of _____, 2016 ("Agreement"). Contractor shall provide meals at Facility upon terms and conditions as set forth herein.

RECITALS:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government "may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, County seeks to obtain food services at the Facility ("Services") and, in compliance with proper statutory procedure, County submitted the Kendall County Sheriff's Office Request for Proposals to Provide Food Services for Kendall County Jail, dated _____, 2016, ("RFP"), seeking vendor proposals for these Services, a true and correct copy of which is attached as Exhibit A; and

WHEREAS, after receiving and reviewing all properly submitted proposals, including the proposal from Contractor, attached as Exhibit B, County determined Contractor was the lowest, responsible Vendor proposing services in the best interest of the County; and

WHEREAS, County and Contractor wish to enter into an agreement wherein Contractor will provide Services to Facility consistent with the terms of this Agreement and the RFP; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. RECITALS: The above recitals are incorporated as if fully restated herein.
2. RFP: The RFP from which this Agreement resulted is incorporated as if fully restated herein, including all appendices attached thereto. In the event of a conflict between the RFP and this Agreement, the Agreement governs.

3. STATUTORY COMPLIANCE: Contractor hereby agrees to furnish nutritious wholesome and palatable food to inmates and staff in accordance with this Agreement. The food service shall meet all current standards as established by:
 - A. The American Correctional Association,
 - B. The Food and Nutritional Board of the National Academy Science as prescribed for inmate, and
 - C. The State of Illinois.
4. TERM: The initial term of this Agreement shall be from the ____ day of ____ 2016 through and including the ____ day of _____, 2017. The parties may agree to renew this Agreement for up to two additional, consecutive, one-year terms. At the conclusion of this Agreement, the KCSO may extend the Agreement up to 120 calendar days for purposes of establishing a new contract or obtaining a new Contractor.
5. PRICES: Pricing shall be set at \$ ____ per meal for the first one year term of this Agreement.
6. ANNUAL PRICE ADJUSTMENTS: If the Agreement is extended for additional terms, the prices for those terms shall be as agreed to by parties and shall be set forth in writing, signed by both parties, prior to the start of the next contract term.
7. PROMPT PAYMENT: Contractor shall bill County approximately ten (10) business days after the end of the month in which services are rendered. Payment to Contractor will be made in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1).
8. OPERATIONAL RESPONSIBILITIES
 - A. Services: Contractor shall be responsible for the following services pursuant to the terms of this Agreement.
 - i. Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). Breakfast shall be served cold. The daily caloric content should average at least 2,400 calories.
 - ii. Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.
 - iii. All menus shall be reviewed and approved by the Contractor's Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States

Department of Agriculture, and the United States Department of Health and Human Services.

- iv. Contractor shall maintain detailed records of all meals served.
- v. Contractor will provide holiday meals on the following days: Christmas, Easter, Fourth of July, and Thanksgiving.
- vi. No food extenders or filler will be used.
- vii. Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.
- viii. Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility.
- ix. Contractor shall provide sack meals as requested.
- x. Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.
- xi. Special meals for medical, religious, or safety issues are included in the Agreement pricing.
- xii. The Contractor shall furnish meals to KCSO Corrections employees who are on duty at the time of meal service. Employees will pay for their meals directly through County. Contractor will bill County for employee meals at the same rate as inmate meals and provided a count of employee meals under a mutually agreed upon system. Employee's meals should be of the same type as inmate meals, unless other accommodations are agreed to by both parties.
- xiii. Contractor employee meals shall be provided for by Contractor, at no cost to the County, and should be of the same type as inmate meals.
- xiv. Contractor will provide food and meals as necessary in coordinating a response to a community-wide emergency or natural disaster, if requested by KCSO to do so, and at a cost comparable to the rate set forth in this Agreement.
- xv. Upon request by Jail Administrator, but only up to twice every 12 months, in order to consume and rotate KCSO's emergency supplies, the Contractor will prepare and serve, at no charge to the County, food furnished by the KCSO and maintained as part of KCSO's emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor's employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the

County for employee meals.

B. Food Preparation Standards:

- i. Contractor shall be responsible for all meals and insure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail Standards, and American Correctional Association Standards.
- ii. Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.
- iii. Contractor will cause the food to be plated or trayed in an eye-pleasing manner.
- iv. Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.
- v. Contractor shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.
- vi. Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.
- vii. Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.
- viii. Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor

- i. Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall timely update that list throughout the term of the Agreement.
- ii. All inmate labor will be trained and carefully supervised by Contractor's employees.
- iii. Contractor's employees shall hold appropriate licenses and certifications required for this type of food service.
- iv. Contractor shall be responsible for any damage by its employees or agents, or damage done by inmate workers due to gross lack of training or supervision by Contractor, its employees or agents.

D. Security:

- i. KCSO will at all times be responsible for the physical security of the Facility and the continuing security of the inmates.
- ii. Contractor's employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.
- iii. Contractor's employees and agents will follow security procedures established by the KCSO and the County and will take direction from the KCSO correctional staff in an emergency situation.

E. Grievances: Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

9. EQUIPMENT AND FACILITIES

- A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.
- B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.
- C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in appendix B of the RFP.
- D. County will provide, install, maintain, repair, and permit the Contractors to use the Capital Equipment which the County placed within the Facility.
- E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be biodegradable or able to be recycled. Polystyrene is not acceptable.
- F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment due to negligence or willful conduct of Contractor's employees or agents. The County will provide preventative maintenance and repair service on all

County owned equipment.

- G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractors employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will direct efforts at conserving utilities whenever possible.
- H. Facility shall at no times be used for the preparation of any foods or beverages other than those products to be delivered under Agreement.
- I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and by the County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

10. NOTICE. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, by the party listed below:

Notice to Kendall County: Kendall County Sheriff's Office,
 Attention: Sheriff Dwight Baird,
 Kendall County Public Safety Center,
 1102 Cornell Lane,
 Yorkville, Illinois, 60560,
 fax (630) 553-4379,

with copy sent to: Kendall County State's Attorney,
 807 John Street,
 Yorkville, Illinois, 60560,
 fax (630) 553-4204.

Notice to Contractor:

Fax: _____

11. TERMINATION: Contractor may terminate this Agreement by providing one hundred and eighty (180) calendar days written notification. The County may terminate this Agreement upon thirty (30) calendar days written notice. In case of

such termination, the Contractor shall be entitled to receive payment from the County for work completed prior to the termination date, but shall not be responsible for any additional costs, damages, and/or fees. In the event that this Agreement is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor for any or all losses incurred, including attorney's fees and expenses. The Contractor will be deemed to have defaulted upon its failure to provide services consistent with, and as required by this Agreement.

Contractor shall notify County immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by a non-affiliated party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; or (d) Contractor ceases to conduct its operations in normal course of business. County shall have the option to terminate its contract with Contractor immediately on written notice based on any such change in status. For the purposes of this Agreement, a non-affiliated party shall mean any corporation, limited liability company or any other person that is not controlling, controlled by, or under common control with the Contractor.

12. WARRANTIES. All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of County. All services, materials, and components shall conform to relevant manufactures' and equipment suppliers' specifications, and all equipments shall be obtained from original manufactures or suppliers approved by County. No warranties implied or explicit may be waived or denied.
13. ASSIGNMENT. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
14. FORCE MAJEURE. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event.

The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

15. BACKGROUND CHECKS/SECURITY. Contractor shall exercise general and overall control of its officers, employees and agents. Contractor agrees that no one shall be assigned to perform work at the Facility on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless KCSO has completed a criminal background investigation for each individual. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at the Facility absent prior written consent from County and KCSO. County, at any time, for any reason and in County's sole discretion, may require Contractor and/or Contractor's employees, consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, the Facility, or the grounds belonging to or adjacent to the Facility, any item not specifically authorized by the Facility, such as contraband, shall be prosecuted. All persons, including Contractor's employees, agents, and visitors, entering the Facility are subject to routine searches of their persons, vehicles, property and/or packages at anytime without prior notice. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Contractor further agrees that it shall notify KCSO personnel of the loss or breakage of any tools and equipment while within the Facility.

16. HOLD HARMLESS / INDEMNIFICATION. Contractor will hold harmless and indemnify the County and the Kendall County Public Building Commission, together with their respective officials, officers, employees, including their past, present, and future board members, elected officials and agents with counsel of the County's own choosing, against all liabilities, claims, suits, demands, proceedings, and actions for any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated solely by the negligent, reckless, intentional, or deliberately indifferent conduct of Contractor, its employees, and agents. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, must be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. County's and the

Kendall County Public Building Commission's participation in their defense shall not remove Contractor's duty to indemnify, defend, and hold County and the Kendall County Public Building Commission harmless, as set forth above.

17. INSURANCE. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to County. Before starting work hereunder, Contractor shall deposit with County certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. County, and the Kendall County Public Building Commission shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further, the general liability and workers' compensation policies must include a waiver of subrogation in favor of County and the Kendall County Public Building Commission. County and the Kendall County Public Building Commission shall also be designated as certificate holders.
18. PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Contractor will comply with PREA, applicable PREA standards, and the KCSO policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Facility. Contractor acknowledges that, in addition to self-monitoring, KCSO may conduct announced or unannounced monitoring to include on-site monitoring.
19. REMEDIES. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, County is required to use the services of an attorney, then County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
20. INDEPENDENT CONTRACTOR RELATIONSHIP. It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of,

agent of, or in a joint venture with County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees, and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby agrees to defend with counsel of County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

21. CERTIFICATION. Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act)

Contractor further certifies by signing the Contract documents that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission

22. PROTECTION OF WORK AND CLEAN-UP. The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by Contractor and all subcontractors) and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and subcontractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Contractor and subcontractors may, however, be allowed a reasonable

extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the Facility all surplus material or equipment belonging to Contractor and subcontractors. within a reasonable time or as directed by the County.

23. NON-DISCRIMINATION. Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
24. AUTHORITY TO EXECUTE AGREEMENT. County and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
25. CHOICE OF LAW AND VENUE. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
26. TAXES. Contractor acknowledges that County is exempt from federal excise and transportation taxes. County is also exempt from payment of Illinois Sales Tax. KENDALL COUNTY TAX EXEMPTION IDENTIFICATION NUMBER: xxxxxx. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status.
27. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
28. COUNTERPARTS. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date.

The vendor TBA

Date

COUNTY OF KENDALL, ILLINOIS

Kendall County Board Chairman

Date

Kendall County Clerk

Date

Kendall County Sheriff

Date

Appendix- C (Kitchen, pots, pans, equipment and utensils)

- 1.ladles (1)ea 3oz., 6oz., 32oz.
- 2.scrapers (2)
- 3.wire whip (2)
- 4.tongs (4)
- 5.brushes (2)
- 6.serving spoons (6)
- 7.turner (2)
- 8.stainless steel bowels 2qt (4) 4qt (3)
- 9.full sheet pans (15)
10. half sheet pans (4)
11. full sheet pans 3' deep (4)
12. stock pot w/ lids (3)
13. fry pans 14" (2)
14. 15qt pots w/ lids (3)
15. 24qt pots w/ lids (2)
16. drink coolers (4)
17. two handle colander (1)
18. hand held strainer (1)
19. can opener (1)
20. four slice toaster (1)

- 21. steam table covers (11)
- 22. steam table pans full size (12)
- 23. steam table pans half size (8)
- 24. cutting board (2)
- 25. microwave oven (2)
- 26. inmate spoons (500)
- 27. inmate food trays (250)



ACCURATECONTROLS, INC.
SECURITY AUTOMATION SYSTEMS

Maintenance And Service Agreement

Accurate Controls, Inc.

MAINTENANCE AND SERVICE AGREEMENT

(Security Automation Systems)

THIS AGREEMENT executed on this the ____ day _____ of , 2016 , but agreed to be effective from and after the 28th day of January , 2016 , by and between Kendall County, Kendall County Sheriff's Office (hereinafter "Client"), and **ACCURATE CONTROLS, INC.**, (hereinafter "ACI"). **NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises and agreements contained herein, Client hires ACI and ACI agrees to work for Client under the terms and conditions hereby agreed upon by the parties.

SECTION 1 – Scope of Services

ACI agrees to perform maintenance services for the Security Automation Systems, installed by ACI, at the Client's facility located at 1102 Cornell Lane, Yorkville, IL 60560. ACI agrees to perform the work for the Client on the terms and conditions set forth in this Agreement and as defined under the following Plans. It is recommended that the owner provide an internet link for remote access so we can better support your facility.

BRONZE PLAN:

Provide online, 24/7 telephone technical assistance, and provide one (1) scheduled annual maintenance visit. Annual maintenance visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (lunch break 1/2 hour) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting technician. This visit will include a routine check of all security control systems installed by ACI. The scheduled maintenance date shall be determined at the beginning of the Agreement.

	Typical	Contract
<input checked="" type="checkbox"/> ANNUAL FEE (for 1 year Agreement):	\$ 7,202.68	\$ 4,861.00
<input type="checkbox"/> TWO YEAR FEE* (for 2 year Agreement):	\$ 14,117.25	\$ 9,528.34
<input type="checkbox"/> THREE YEAR FEE* (for 3 year Agreement):	\$ 20,527.64	\$ 13,854.99

**The two year Agreement is equal to the Annual Fee multiplied by two (2), less a 2% incentive discount. The three year Agreement is equal to the Annual Fee multiplied by three (3), less 5% incentive discount.*

Any additional visits made by Accurate Controls' maintenance staff will be provided and billed by hour, travel and per diem as referenced in (Schedule A). In addition, ACI will service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

SECTION 2 – Term of Agreement

Option #1: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twelve (12) months from the effective start date of the Agreement.

Option #2: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twenty-four (24) months from the effective start date of the Agreement.

Option #3: Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of thirty-six (36) months from the effective start date of the Agreement.

Maintenance and Service Agreement may be renewed between Client and ACI thirty (30) days prior to the expiration of subject Agreement. Terms and Conditions of extended Agreement are subject to change and will be presented to the Client in a new Maintenance and Service Agreement offered by ACI at that time. ACI shall also allow annual extensions of an existing Maintenance and Service Agreement via the use of a signed purchase order from the facility. Terms and conditions of the existing Maintenance and Service Agreement will be binding unless agreed changes are specifically outlined on the signed purchase order.

SECTION 3 – Payment Terms

3.1 ACI's payment terms shall be as follows:

- a. ACI's payment terms shall be as follows: All payments to ACI shall be made in compliance with Illinois Local Government Prompt Payment Act. 50ILCS 505/1, et seq.
- b. Agreement billing shall be as follows:
 1. 1 Year Plan: Shall be billed in full at initiation of contract or 12 equal payments. Select Plan.
☒ One Invoice, payment in full
☐ Monthly Invoices
 2. 2 Year Plan: Shall be billed in two installments. First installment, equal to 50% of the total Agreement amount, billed at initiation of Agreement and final installment equal to 50% of the total Agreement, billed one year from date of first billing. Twenty-four monthly invoice option also available. Select Plan.
☐ Two Invoices
☐ Monthly Invoices
 3. 3 Year Plan: Shall be billed in three installments. First installment, equal to 45% of the total Agreement amount, billed at initiation of Agreement. Second installment equal to 35% of the total Agreement amount shall be billed one year from date of first billing. Final installment equal to 20% of the total Agreement amount shall be billed two years from date of first billing. Thirty-six monthly invoice option also available. Select Plan.
☐ Three Invoices
☐ Monthly Invoices

Any additional equipment costs over ACI's maximum coverage levels, any emergency visits and door hardware service work will be invoiced at the time of the service call.

3.2 Late fees may be subject to increase.

SECTION 4 – Maintenance Services

- 4.1 In case of emergency, ACI will promptly respond to the Client's call for services and an emergency call-out telephone contact number will be provided and manned 24 hours a day throughout the Agreement. On-site services shall be provided within 24 hours as deemed required by ACI.
- 4.2 Except in emergency, maintenance services will normally be carried out between the hours of 8:00 am to 4:30 pm on weekdays.
- 4.3 Major maintenance services will be undertaken during hours as agreed in advance between the Client and ACI.
- 4.4 Routine maintenance service visits shall be scheduled between Client and ACI Scheduling Supervisor and are subject to change based on ACI technician availability.

SECTION 5 – Standard of Services

- 5.1 All services to be undertaken by ACI shall be executed by competent and properly trained personnel of ACI to the highest standards and to the reasonable satisfaction of the Client. All services, materials, and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them.
- 5.2 Accurate Controls, Inc. will not replace or warrant hardware, which is damaged due to client's negligence, fire, natural disasters or vandalism. ACI assumes no responsibility for any current, or extended, manufacturer's warranties on products, which existed in the Client's facility when this Agreement was entered in to.
- 5.3 ACI's normal working hours are 8 am to 4:30 pm Central Time with ½ hour lunch break, Monday through Friday. Any service times other than these hours will be considered premium and will invoice at 1.5 times the maintenance agreement rate listed on Schedule A, with the exception of Sundays or National Holidays, which will be invoiced at 2 times the maintenance agreement rate.
- 5.4 The security system will not work properly if equipment is tampered with, and, or otherwise damaged.
- 5.5 ACI agrees to comply with any and all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location. Such obligation includes, but is not limited to environmental laws, civil rights laws, prevailing way and labor

laws.

SECTION 6 – Unacceptable Services or Contractor’s Personnel

- 6.1 Any services which are not performed in accordance with the requirements of the Agreement shall, upon request by Client, promptly be corrected free of charge.
- 6.2 Any personnel of ACI who are, in the Client's reasonable opinion, incompetent or in any other way unacceptable (including but not limited to, those situations articulated in Section 9.1) shall promptly be replaced by acceptable personnel at no cost to the Client.

SECTION 7 – Reports

- 7.1 ACI shall submit regular reports to the Client detailing services carried out, repairs and adjustments made, condition of equipment, and other information which the Client may from time to time reasonably require.

SECTION 8 – Spare Parts

- 8.1 ACI shall at all times keep a listing of all spare parts sufficient for all service and repair work as may become necessary during the Agreement period. ACI will order parts for next day delivery from its manufacturers, suppliers and distributors. ACI shall notify Client when spare parts become obsolete.
- 8.2 Any parts required to be replaced during scheduled maintenance calls by ACI, shall be called in to ACI by Client no later than seven (7) business days prior to the scheduled maintenance call.

SECTION 9 – Liability of the Contractor

9.1 ACI is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Client. ACI understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to ACI's officers, employees, and agents for the performance of services set forth in the Agreement. ACI further understands and agrees that ACI is solely responsible for making all required payroll deductions and other tax and wage withholding pursuant to state and federal law for ACI's officers, employees and/or agents who perform services as set forth in the Agreement. ACI also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ACI, ACI's officers, employees and agents and agrees that Client is not responsible for providing any insurance coverage for the benefit of ACI, ACI's officers, employees and agents. ACI hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Client, Kendall County, past, present and future board members, officials, employees, insurers, and agents for any alleged injuries that ACI, its officers, employees and/or agents may sustain while performing services under the Agreement.

ACI shall exercise general and overall control of its officers, employees. For public security purposes, ACI further agrees that it shall not assign any individual to perform work on-site at Kendall County unless ACI has completed a criminal background investigation for each individual to be performing work on-site at Kendall County. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, ACI agrees that it shall not assign the individual to perform work on-site at Kendall County absent prior consent from Client. Client, at any time and in Client's sole discretion, may require ACI to remove any individual from performing any further work on-site under this Agreement. Should Client have a complaint regarding the performance of the services or the behavior of ACI's officers, employees and/or agents performing services under this Agreement, or should Client request a change in the manner in which services are being performed pursuant to this Agreement, Client shall transmit the same to ACI's on-site foreman and/or to any other member of ACI's management, who shall take immediate action and shall resolve the problem to Client's satisfaction. ACI's failure to take immediate action and/or to resolve the problem to Client's satisfaction may result in a material breach of the Agreement.

9.2 ACI shall at its own expense arrange and maintain insurance to cover its liability under this Contract. ACI will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be canceled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client. Before starting work hereunder, ACI shall deposit with Client certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease, Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. . Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of ACI's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect ACI, nor be deemed as a limitation on ACI's liability to Kendall County in this Agreement.

SECTION 10 – Independent Contractor

10.1 ACI shall, in the performance of all obligations under this Agreement, act in the capacity of an independent Contractor and not as agent for the Client.

SECTION 11 – Termination

- 11.1 This Agreement may be terminated at any time by the Client giving not less than thirty (30) days written notice to ACI. In the event that this contract is terminated prior to its expiration, the client will be entitled to a refund of its fees paid in advance as follows: For each scheduled visit not completed by ACI, the client will be refunded \$1,316.00. In addition, the remainder of the contract total less the cost of scheduled on-site visits completed shall be refunded on a per diem basis (remaining contract total divided by total contract days multiplied by a contract days used).
- 11.2 This Agreement may, notwithstanding any other provisions, be terminated by the Client forthwith at any time in the event of ACI's default, breach of contract, bankruptcy, receivership, or liquidation.
- 11.3 This Agreement may also be terminated by ACI at any time in the event of the Client being more than sixty (60) days overdue with payment, when taking into account the Illinois Local Government Prompt Payment Act (50ILCS 505/1 et seq.) or in the event of the Client's bankruptcy, receivership or liquidation. Should ACU choose to exercise this option, it shall first notify Client in writing fourteen (14) days prior to such termination to allow for Client to cure the default.

SECTION 12 – Assignment & Subletting

- 12.1 ACI shall not assign or sublet this Agreement or any part of it to any third party without the prior written consent of the Client.
- 12.2 The terms of this contract extend to the Client's successors, assignees, and legal representatives.
- 12.3 It is understood and agreed between the parties hereto that time is of the essence to this contract and this applies to all terms and conditions contained herein.
- a. This Agreement shall be governed by, construed and enforced pursuant to the laws of the State of Illinois without regard to the conflicts of law provisions of the State of Illinois. The venue for all litigation pertaining to this Agreement shall be the Circuit Court of Kendall County.
- 12.4 In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- 12.5 ACI and Client each hereby warrant and represent that their respective signature set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

- 12.6** This Agreement may be executed in counterparts (including facsimile signature), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- 12.7** The undersigned Client has read completely the terms of this contract and understands and agrees to follow the terms and obligations as specified herein.
- 12.8** ACI agrees to indemnify and hold harmless Client, including Client's past, present and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys' fees and other legal expenses, which Client, its past, present and future board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising out of ACI's performance or failure to adequately perform its obligations pursuant to this Agreement.
- 12.9** All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act (820 ILCS 130/0.01, et seq.). Including, but not limited to all wage, notice and record-keeping duties.
- 12.10** ACI certifies that ACI is not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of 820 ILCS 130/1, et seq. (The Prevailing Wage Act).
- 12.11** ACI, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Also, ACI agrees to provide a drug free workplace as provided for in 30 ILCS 580/1, et seq.
- 12.12** If during the term of the Agreement there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Preference Act"), ACI agrees to employ Illinois laborers on this Project in accordance with the Preference Act. ACI understands that the Preference Act defines (a) "period of excessive unemployment" "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. ACI understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
- 12.13** Any notice to be given under this agreement shall be sent via certified mail return receipt requested to:

For the Client:

Kendall County Sheriff
Attn: Commander Sabrina J. Jennings
1102 Cornell Lane
Yorkville, IL 60560

Kendall County State Attorney's Office
807 W. John St.
Yorkville, IL 60560

For ACI:

Accurate Controls Inc.
Attn: Lynn Priebe
326 Blackburn St.
Ripon, WI 54971

12.14 In the event that Client is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of Client's obligations under this Agreement during said fiscal period, Client agrees to provide prompt written notice of said occurrence to ACI. In the event of a default due to non-appropriation of funds, Client has the right to terminate the Agreement upon providing thirty (30) days written notice to ACI. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement

SECTION 13 – Entire Agreement

13.1. This Agreement represents the entire agreement between parties and may not be modified except in writing signed by both parties.

Dated this ____ day _____ of 2016.

Client

Signed by: _____

Printed name and title: _____

For and on behalf of: _____

ACI

Signed by: _____

Printed name and title: _____

For and on behalf of: _____

Signed by: _____

Printed name and title: _____

For and on behalf of: _____

SCHEDULE A

Fees and Expenses for Time and Material

1. Online technical assistance:
 - a. \$123.00 per hour billed in 30 minute increments without an Agreement
 - b. \$84.00 per hour billed in 30 minute increments with an Agreement
2. Telephone technical assistance:
 - a. \$123.00 per hour billed in 30 minute increments without an Agreement
 - b. \$84.00 per hour billed in 30 minute increments with an Agreement
3. Programming assistance:
 - a. \$162.00 per hour billed in 30 minute increments without an Agreement
 - b. \$105.00 per hour billed in 30 minute increments with an Agreement
4. After normal working hours telephone technical assistance (After normal working hours are from 4:30 pm. To 8:00 am.)
 - a. \$246.75 per hour billed in 30 minute increments without an Agreement
 - b. \$168.00 per hour billed in 30 minute increments with an Agreement
5. On-site Services:
 - a. \$123.00 per hour per person, including travel time to and from facility without an Agreement
 - b. \$84.00 per hour per person, including travel time to and from facility with an Agreement
6. Additional Training:
 - a. \$125.00 per hour per person, including travel time to and from facility without an Agreement
 - b. \$100.00 per hour per person, including travel time to and from facility with an Agreement
7. Door hardware service: \$162.75 per hour per person, including travel time to and from facility.
8. Travel per diem expense:
 - a. \$2,878.00 per required round trip to Yorkville, IL without an Agreement.
 - b. \$1,734.00 per required round trip to Yorkville, IL with an Agreement.
9. Per Diem expense: \$173.00 per required overnight stay per person.

Lynn Priebe – Accurate Controls, Inc.

Service Manager

326 Blackburn Street

Ripon, WI. 54971

Phone: 920-748-6603 ext. 226

Fax: 920-748-9397

lpriebe@accuratecontrols.com

www.accuratecontrols.com



Leopardo
ENERGY



PerfectionGroup
Celebrating over **60** years of Perfection!

Energy Savings
Performance Contracting

What is an Energy Saving Performance Contract?

Paid from **Savings Improvement Strategy**



Understanding Municipal Governments

We work with municipal governments who face
similar challenges



Substantial Pressure
on **Operating**
Budgets



Over **\$100 Billion**
Dollar Deferred
Maintenance Problem



State/Local Gov. Waste
Over **\$1.5 Billion a**
Year in Energy



State/Local Gov.
Struggling to Fund
Repairs/Upgrades



Energy Efficient
Initiative from the
State Level

Bottom Line: invest utility waste into improving
environment and addressing infrastructure needs



How PC Works – Redirection of Funds



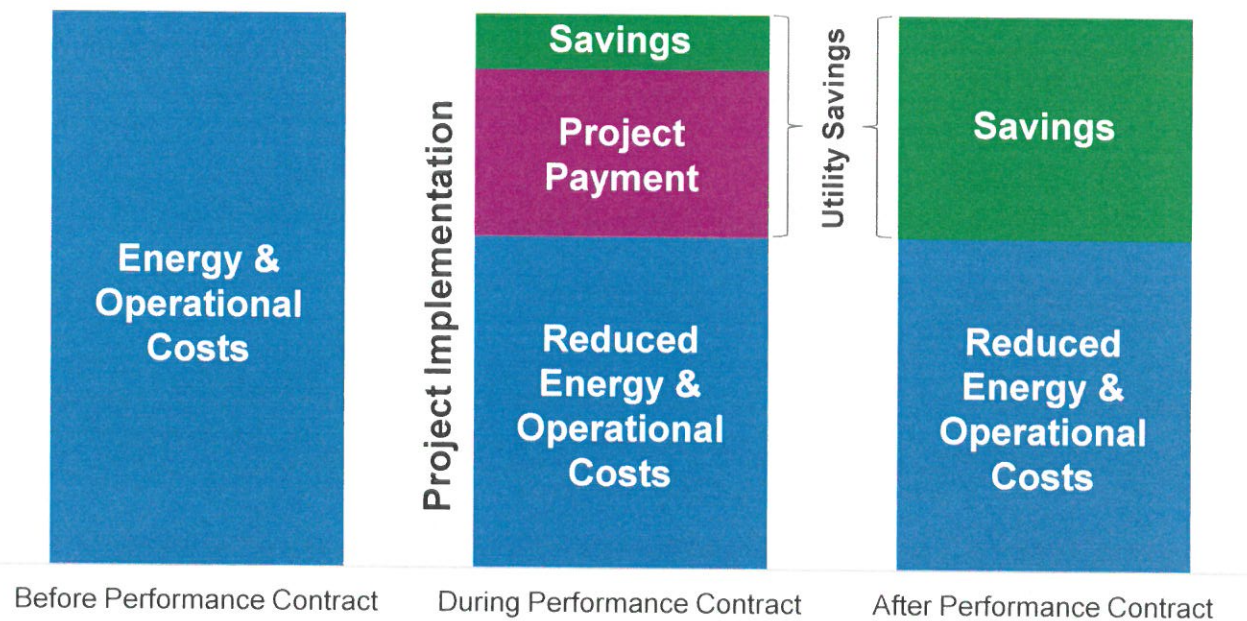
Reduce Energy & Operating Budget



Fund Capital Improvements from These Savings



Utilize the Positive Cash Flow as Needed



Traditional Energy Conservation Measures (ECM's)



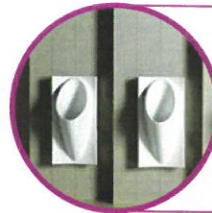
1. Lighting



2. Retro Commissioning



3. Building Automation Controls



4. Water Conservation



5. Mechanical Upgrades HVAC



6. Building Envelope



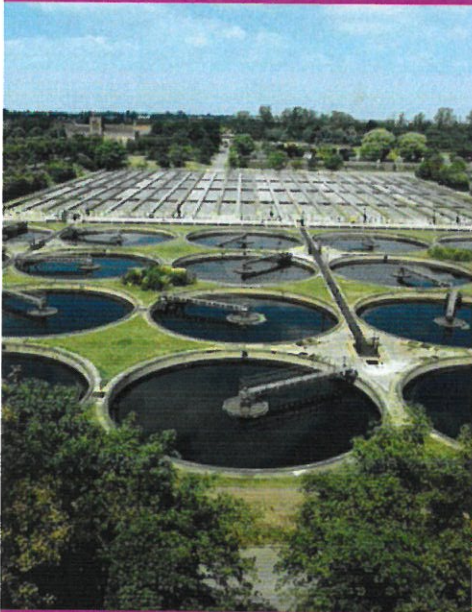
7. Renewable Energy



8. Fleet Services

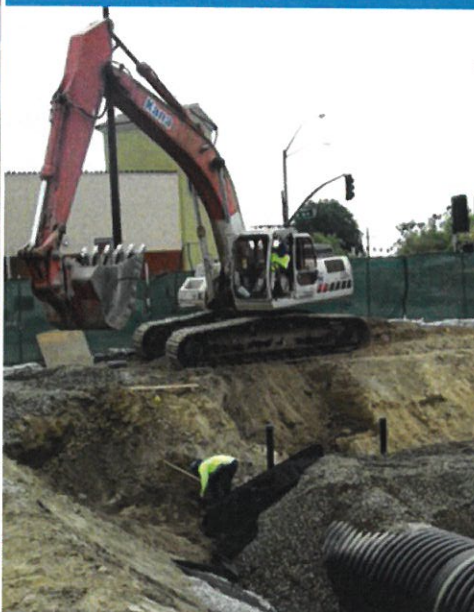
Non Traditional ECM's

1



Utility Plant
Upgrades

2



Roadway, Water &
Storm Projects

3



Information
Technology

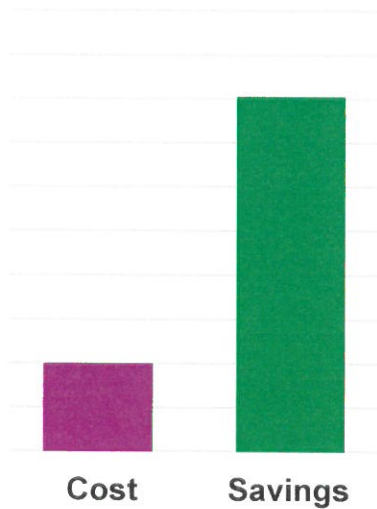
4







Equipment
Upgrades

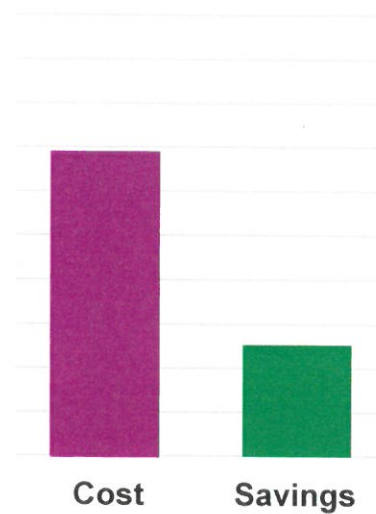
A Comprehensive **Bundled Approach**






Quick Payback



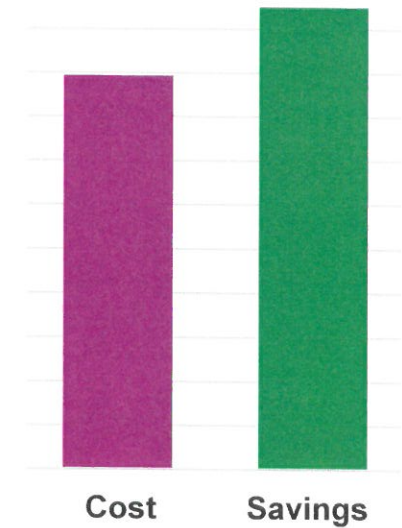
-  Lighting
-  Building Controls
-  Fleet Upgrades
-  Water Conservation
-  Retro-Commissioning


Long Payback



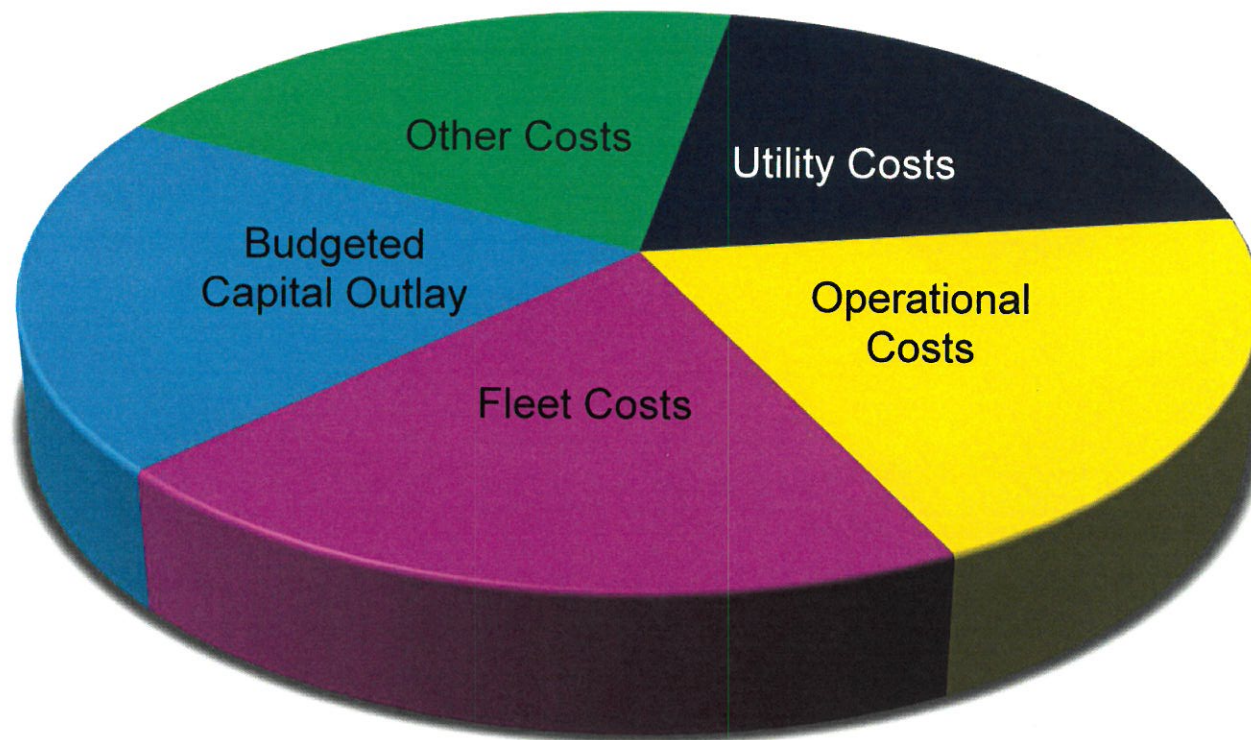
-  Windows
-  Roofs
-  Doors
-  HVAC Upgrades
-  Renewables

Bundled Payback



-  Lighting
-  Building Controls
-  Fleet Upgrades
-  Water Conservation
-  Retro-Commissioning
-  Windows
-  Roofs
-  Doors
-  HVAC Upgrades
-  Renewables

Cost of Operations Profile



Financial Analysis – Customer Example:



Annual Utility & Operational Costs	\$683,870
Annual Utility & Operational Savings	\$300,344
% of Savings	43%
Total Project Cost	\$2,945,793
Annual Payment	\$233,568
Positive Annual Cash Flow	\$66,746

Customer Example: 15 Year Program Cash Flow



Year	Annual Energy & Operational Savings	Annual Facility Improvement Program (Loan Payment)	Cash Flow
1	\$300,344	\$233,568	\$66,746
2	\$307,138	\$233,568	\$73,570
3	\$314,135	\$233,568	\$80,567
4	\$321,343	\$233,568	\$87,775
5	\$328,766	\$233,568	\$95,198
6	\$336,413	\$233,568	\$102,845
7	\$344,289	\$233,568	\$110,721
8	\$352,401	\$233,568	\$118,833
9	\$360,756	\$233,568	\$127,188
10	\$369,362	\$233,568	\$135,794
11	\$378,226	\$233,568	\$144,658
12	\$387,357	\$233,568	\$153,789
13	\$396,761	\$233,568	\$163,193
14	\$406,447	\$233,568	\$172,879
15	\$416,424	\$233,568	\$182,856
Totals	\$5,320,161	\$3,503,514	\$1,816,647

Simple 4 Step Process



Have a comprehensive infrastructure analysis performed by an entity with experience in the design and implementation of energy conservation measures



Initiate a request for proposal



Analyze proposal or proposals received and select a company



Execute the Project

Summary of ESPC Benefits

It modernizes facility infrastructure to
increase asset value



Eliminates need for
up front capital



Fund project
from savings



Single point of
responsibility

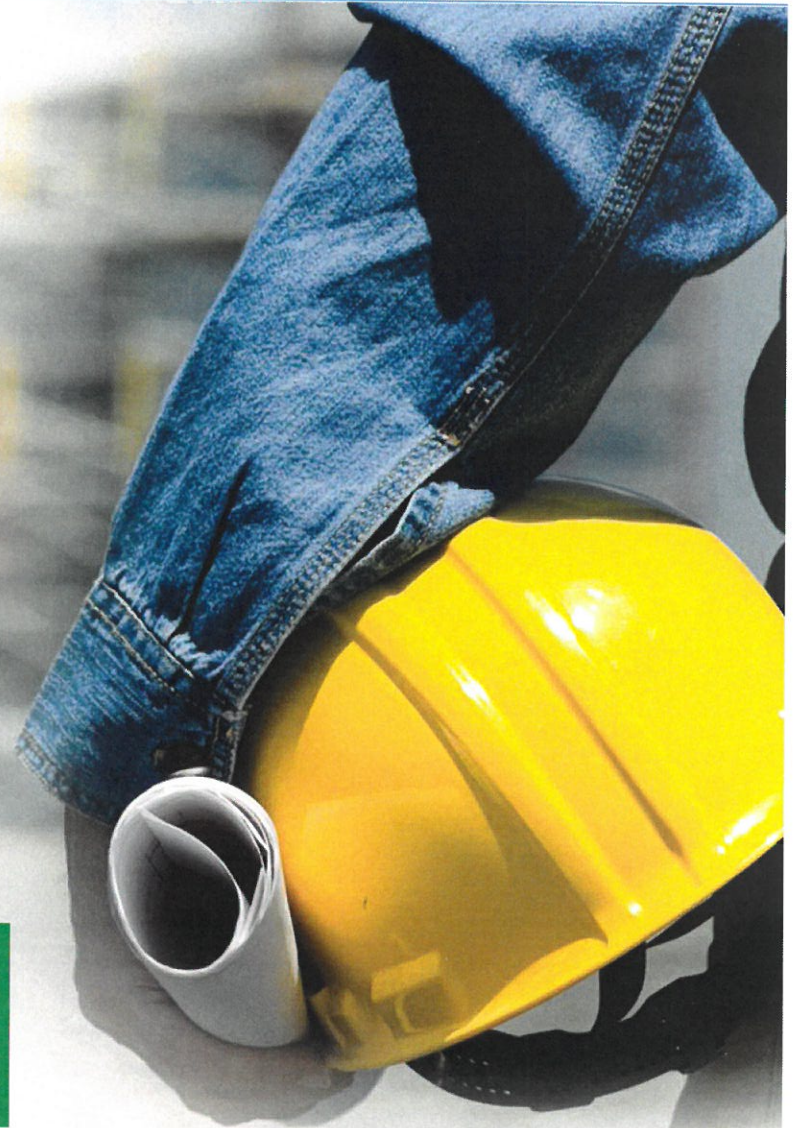


Creates
local jobs



Fixed Costs – No
Change Orders

Guaranteed Energy Savings



What is the **Next Step?**

No Cost Comprehensive Infrastructure Analysis



Professionally
Engineered Review



Energy Star
Benchmarking



Asset
Management Report



Energy & Operational
Saving Report



Energy Conservation
Measurement
Strategy



Are there any
questions?

